

**CITY OF PACIFICA
CITY COUNCIL AGENDA**

**Council Chambers
2212 Beach Blvd
Pacifica, CA 94044**

Mayor Len Stone
Mayor pro Tem Mary Ann Nihart
Councilmember Sue Digre
Councilmember Karen Ervin
Councilmember Mike O'Neill

**November 12, 2013 (TUESDAY)
www.cityofpacifica.org**

Off-street parking is allowed by permit for attendance at official public meetings. Vehicles parked without permits are subject to citation. You should obtain a permit from the rack in the lobby and place it on the dashboard of your vehicle in such a manner as is visible to law enforcement personnel.

6:30 P.M. CLOSED SESSION

1. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 Conference with real property negotiator: Discussion concerns price and terms of payment. Agency negotiator: Lorie Tinfow. Property: 1050 Crespi Drive. APN 023-132-160. Negotiating parties: City of Pacifica and Pacifica Spindrift Players.

7:00 PM OPEN SESSION

Call to Order

Roll Call

Salute to the Flag led by Mayor Pro Tem Nihart

Closed Session Report

CONSENT CALENDAR

Items on the consent calendar will be adopted by one motion unless a Councilmember or person in the audience requests, before the vote on the motion, to have an item discussed under the Consideration portion of the agenda. Time limit on comments is three minutes or less.

1. Approval of Minutes
PROPOSED ACTION: Approve minutes of regular City Council meeting of October 28, 2013
2. Proclamation Confirming Existence of a Local Emergency
PROPOSED ACTION: Move to continue the existence of a local emergency dated April 12, 2010.
3. Renewal of the Agreement Between the City of Pacifica and the Davey Tree Expert Company for Scheduled Tree Maintenance and Emergency Tree Maintenance Services for Fiscal Year 2013-14, in the Amount Not to Exceed a Total of \$170,000.

PROPOSED ACTION: Authorize the City Manager to execute the Renewal of the Agreement Between the City of Pacifica and The Davey Tree Expert Company for Scheduled Tree Maintenance and Emergency Tree Maintenance Services for Fiscal Year 2013-14 (See Attachment 1), in the Amount of \$98,865 for Scheduled Tree Maintenance, plus the Cost of Emergency Tree Maintenance Services, Not to Exceed a Total of \$170,000.

4. Award of Construction Contract to Vortex Marine Construction, Inc. for the Pacifica Fishing Pier Repair Project in the Amount of \$339,750.

PROPOSED ACTION: Authorize the award of contract to Vortex Marine Construction, Inc. in the amount of \$339,750 (for the Base Bid and Additive Bid Items) for the Pacifica Fishing Pier Repair Project (See Attachment 1); should that contractor not complete the contract award requirements, authorize award to the next lowest qualified bidder; and authorize the City Manager to execute all necessary documents associated with the award of contract and construction of the project.

SPECIAL PRESENTATIONS

PUBLIC HEARINGS

During public hearings, an applicant or their agent and appellants have ten minutes for their opening presentation and three minutes for rebuttal before the public hearing is closed. Members of the public are limited to three minutes.

COUNCIL COMMUNICATIONS

The purpose of Council Communications is for Councilmembers to inform each other of items of potential interest to other Councilmembers, such as interagency meetings.

ORAL COMMUNICATIONS

This portion of the Agenda is available for the public to address the City Council on any issue that is not on the Agenda. Any person wishing to address the Council shall be recognized by the Mayor during Oral Communications, provided, however, that during the Oral Communications portion of the agenda, only items not on the agenda for that meeting may be addressed. All remarks shall be addressed to the Council as a body and not to any member thereof. Councilmembers shall not enter into debate with speakers under Oral Communications. A maximum time of three minutes will be allowed for any speaker. Pursuant to Pacifica Municipal Code Title 2, Chapter 1, Section 2-1.118 any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Council shall be called to order by the presiding officer and, if such conduct continues, may, at the direction of the presiding officer, be ordered barred from further audience before the Council during the meeting.

CONSIDERATION

5. Appointment of Citizens to Serve on the Economic Development Committee
PROPOSED ACTION: Move to appoint eight (8) citizens from the applicant pool to serve as members of the Economic Development Committee.

ADJOURN

NOTICE: If you challenge a city's zoning, planning or other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Judicial review of any city administrative decision may be had only if a petition is filed with the court not later than the 90th day following the date upon which the decision becomes final. Judicial review of environmental determinations may be subject to a shorter time period for litigation, in certain cases 30 days following the date of the final decision

The City of Pacifica will provide assistance for disabled citizens upon at least 24 hours advance notice to the City Manager's Office (650) 738-7301, or send request via email to: o'connelk@ci.pacifica.ca.us if you need sign language assistance or written material printed in a larger font or taped, advance notice is necessary. All meeting rooms are accessible to the disabled.

The Pacifica Municipal Code is available on line at the City's website (www.cityofpacifica.org/municode);

HOW TO OBTAIN CITY COUNCIL AGENDAS

Posted agendas:

Agendas are posted the Monday prior to the City Council meeting date, at the entrance to City Hall, 170 Santa Maria Avenue

View on the Internet:

Follow the link to Council agenda, at www.cityofpacifica.org

E-mail subscription:

Send a request to Kathy O'Connell, at o'connelk@ci.pacifica.ca.us

City Clerk's Office/City Manager's Office

City Hall, 170 Santa Maria Avenue, 2nd Floor

Council meetings:

Agendas are available at the City Council meeting

HOW TO REACH YOUR GOVERNMENT OFFICIALS

- Governor Jerry Brown, State Capitol Building, Sacramento CA 95814 (916) 445-2841
- State Senator Jerry Hill, 1528 So. El Camino Real, Suite 303, San Mateo CA 94402 (650) 212-3313
- State Senator Leland Yee, 400 South El Camino Real, Suite 630, San Mateo, CA 94402 (650) 340-8840
- Assembly Member Kevin Mullin, 1528 South El Camino Real, Suite 302 San Mateo, CA 94402 (650) 349-2200
- Congresswoman Jackie Speier, 155 Bovet Road, Suite 780, San Mateo CA 94402 (650) 342-0300
- Senator Barbara Boxer, 1700 Montgomery Street, Suite 240, San Francisco CA 94111 (415) 403-0100
- Senator Dianne Feinstein, #1 Post Street, Suite 2450, San Francisco CA 94104 (415) 393-0710
- President Barack Obama, 1600 Pennsylvania Ave. NW, Washington DC 20500 (202) 456-1111

CITY COUNCIL

- Mayor Len Stone, 1043 Terra Nova Blvd. Pacifica, CA 94044 (650)-355-5700
- Mayor pro Tem Mary Ann Nihart, 146 Hilton Way, Pacifica, CA 94044 (650)-359-7624
- Councilmember Sue Digre, 780 Edgemar, Pacifica, CA 94044 (650)-278-1606
- Councilmember Karen Ervin, 61 Driftwood Circle, Pacifica, CA 94044 (650)-483-2692
- Councilmember Mike O'Neill, 1562 Miranda Court, Pacifica, CA 94044 (650)-302-2470

**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

11/12/2013



SUBJECT:

Approval of Minutes

ORIGINATED BY:

City Clerk

Staff Contact:

Kathy O'Connell, City Clerk
o'connellk@ci.pacifica.ca.us

BACKGROUND/DISCUSSION:

Approval of Minute of Regular City Council meeting of October 28, 2013.

FISCAL IMPACT:

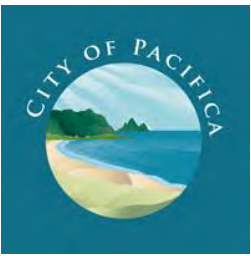
None.

COUNCIL ACTION REQUESTED:

Approve minutes of regular City Council meeting of October 28, 2013.

ATTACHMENT LIST:

City Council Minutes (PDF)



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

11/12/2013

SUBJECT:

Proclamation Confirming Existence of a Local Emergency

ORIGINATED BY:

City Clerk

BACKGROUND/DISCUSSION:

On April 7, 2010 the Director of Emergency Services did proclaim the existence of a local emergency due to severe cliff erosion, landslide ground subsidence and failure of the revetment supporting the storm drainage at 380 and 400 Esplanade Avenue. The City Council ratified this proclamation at their April 12, 2010 regular meeting.

FISCAL IMPACT:

None.

COUNCIL ACTION REQUESTED:

Accept current photos as of October 29, 2013.

ATTACHMENT LIST:

Attachment 1 - Photos as of October 29, 2013 (PDF)

400 ESPLANADE

- A. BLUFF FAILURE DEPOSITED SAND AND BOULDERS ON THE BEACH.
- B. CONTINUE BLUFF FAILURE.





**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

11/12/2013

SUBJECT:

Renewal of the Agreement Between the City of Pacifica and the Davey Tree Expert Company for Scheduled Tree Maintenance and Emergency Tree Maintenance Services for Fiscal Year 2013-14, in the Amount Not to Exceed a Total of \$170,000.

ORIGINATED BY:

Public Works

STAFF CONTACT:

Aren Clark, Parks Superintendent - (650) 738-3760
clarka@ci.pacifica.ca.us

BACKGROUND/DISCUSSION:

On June 29, 2011, staff sent out a Request for Proposals (RFP) for Scheduled Tree Maintenance and Emergency Tree Maintenance Services for Fiscal Year 2011-2012. The RFP states that the City and the Contractor have the option of renewing this contract for up to three (3) years, subject to the mutual agreement of both parties.

On August 8, 2011, City Council approved the initial Scheduled Tree Maintenance and Emergency Tree Maintenance Services Contract with The Davey Tree Expert Company for the Fiscal Year 2011-2012. All work associated with the original contract was satisfactorily completed.

On July 9, 2012, Council approved the renewal of the Scheduled Tree Maintenance Services and Emergency Tree Maintenance Services for Fiscal Year 2012-2013. All work associated with the said contract was satisfactorily completed as well.

For Fiscal Year 2013-2014, staff prepared the Scheduled Tree Maintenance Task List (See Attachment 1) and asked Davey Tree Expert Company for a proposal (See Attachment 2). Staff also met with Davey Tree in the field to ensure a clear understanding of the work involved for each task listed. Attached is the proposal received from The Davey Tree Expert Company, for the amount of \$85,335 for street tree work and \$13,530 for trees within parks and open space, for a total of \$98,865. The unit cost for emergency tree maintenance response/service shall remain as stated in the original agreement.

For Fiscal Year 2013-2014, the total budgeted amount for scheduled tree maintenance is \$150,000 for street trees and \$20,000 for trees within parks and open space. The difference between the cost of the scheduled tree maintenance work/tasks and the budgeted amount shall be used to cover emergency work, especially during winter storms. Staff is satisfied with the work performed by Davey Tree over the past two years and recommends approval of the renewal of its contract for FY 2013-2014.

FISCAL IMPACT:

Fiscal Impact will be in the total amount of \$98,865 for the scheduled tree maintenance work, plus the cost of emergency tree maintenance, but not to exceed a total \$170,000. Budget authority was previously approved with the adoption of the Fiscal Year 2013-2014 Budget in Account Nos. 10.860754.52800.0000.000 and 01.700780.52800.0000.000.

COUNCIL ACTION REQUESTED:

Authorize the City Manager to execute the Renewal of an Agreement Between the City of Pacifica and The Davey Tree Expert Company for Scheduled Tree Maintenance (See Attachment 3) in the amount of \$98,865 and Emergency Tree Maintenance Services for Fiscal Year 2013-14, in the Amount of \$98,865 for Scheduled Tree Maintenance, plus the Cost of Emergency Tree Maintenance Services, Not to Exceed a Total of \$170,000.

ATTACHMENT LIST:

Attachment 1 - Scheduled Tree Maintenance Task List/Scope of Work (Exhibit A) (PDF)
Attachment 2 - Proposal from Davey Tree Expert Company for FY13-14 (PDF)
Attachment 3 - Renewal of Agreement Between City of Pacifica and Davey Tree Expert Company for Tree Maintenance and Emergency Tree Maintenance Services for Fiscal Year 2013-14 (DOC)

**RENEWAL OF AGREEMENT BETWEEN CITY OF PACIFICA ("CITY") AND
THE DAVEY TREE EXPERT COMPANY ("CONTRACTOR") FOR TREE MAINTENANCE
AND EMERGENCY TREE MAINTENANCE SERVICES
FOR FISCAL YEAR 2013-14**

RECITALS

- A. On August 8, 2011, the City entered into an agreement with The Davey Tree Expert Company for Tree Maintenance and Emergency Tree Maintenance Services.
- B. The original agreement listed the various tasks to be performed by the Contractor as part of the City's tree maintenance program for FY 2011-12, and these tasks have been satisfactorily completed.
- C. The City has put together a new task list ("Exhibit A") to be performed by the Contractor for the City's tree maintenance program for FY 2013-14.
- D. Contractor has submitted a proposal ("Exhibit B") for the sum of \$98,865 to perform the tasks enumerated in "Exhibit A".

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. This Renewal of Agreement is entered into and takes effect on November 12, 2013.
2. The contractor agrees to perform the tasks listed on Exhibit A and to accomplish all tasks by June 30, 2014. All tree trimming specifications and provisions listed in the original contract will remain in effect.
3. Unit Cost for Emergency Tree Maintenance shall remain the same as listed the original agreement.
4. The total compensation to the contractor for both the City's tree maintenance and emergency tree maintenance services for FY 2013-14 shall not exceed \$150,000.
5. The renewal contract shall run from November 12, 2013 through June 30, 2014 and throughout the duration of the contract renewal the Contractor shall continue to obtain and maintain any bonds or insurance policies or endorsements that Consultant was required to maintain pursuant to the Original Agreement.

Renewal to Agreement Dated August 8, 2011 By and Between the City of Pacifica and The Davey Expert Tree Company for Tree Maintenance and Emergency Tree Maintenance Services
November 12, 2013
Page 2

6. Except as otherwise modified by this Contract Renewal, all provisions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf

CITY OF PACIFICA

CONSULTANT:

_____ Date: _____
Lorie Tinfow
City Manager

_____ Date: _____
Richard Hill

Attest by:

_____ Date: _____
Kathy O'Connell
City Clerk

Approved as to form:

_____ Date: _____
Michelle M. Kenyon
City Attorney

Attachment: Attachment 3 - Renewal of Agreement Between City of Pacifica and Davey Tree Expert Company for Tree Maintenance and

Exhibit A

Scope of Work

Mature Cypress trees in Pacifica are pruned to achieve significant end weight reduction on limbs and leaders while retaining the aesthetic appeal of the tree. Pruning will conform to the industry standards for Class 2/ Medium Pruning and Class 4/ Crown Reduction Pruning. Dead branches over one inch in diameter are to be removed as well as weak and broken branches. Many areas of these trees are often not accessible with a bucket truck. The contractor must supply workers capable of reaching the locations within the tree required for making the appropriate cuts. Excessive thinning (Lion Tailing) is not acceptable. Large leaders (over 10 inches in diameter) are not to be removed to the trunk without the approval of a designated City employee.

Trees that are designated for crown reduction safety prunes are to be pruned to achieve a 20% size reduction. For example a 50 foot tall tree with a 60 branch spread should be reduced to a height of 40 feet with a spread of 48 feet. This reduction should be accomplished using standard drop crotch pruning techniques. Trees should be pruned to achieve a rounded shape. Dead branches larger than one inch in diameter are to be removed. Interior watersprouts are to be removed. Excessive thinning (Lion Tailing) is not acceptable. . Trees are to be pruned to obtain a minimum street and driveway clearance of fourteen (14) feet and a minimum sidewalk and walkway clearance of seven (7) feet.

Street trees located under utility lines are to be pruned to achieve a height level with the main phone line. Trees are to be pruned to achieve a rounded shape (Not flat topped). Branches should be pruned to an appropriate lateral using standard drop crotch pruning techniques. Dead limbs over one inch in diameter must be removed. Watersprouts growing in the lower eight feet of the tree must be removed. Trees are to be pruned to obtain a minimum street and driveway clearance of fourteen (14) feet and a minimum sidewalk and walkway clearance of seven (7) feet.

Part 1 - Addresses of trees to be pruned. (under wires)

- Flores Drive - 1424, 1428, 1444, 1468, 1476, 1520, 1530
- Toledo Ct – 1660, 1676
- Escalero Avenue – 1243, 1227
- Rosita Road – 1120, 1151, 1155, 1451,1459, 1596
- Galvez Drive – 1255, 1259
- Monte Verde – 1037
- Linda Mar Blvd. – 1647, 1659

Cost Total Part 1-----\$10,975

Part 2 - Address of trees to be pruned. (Crown reduction safety pruning)

- Flores - 1496
- Cadez Ct – 11, 15
- Rosita – 1164, 1168
- Crespi Dr. – 1223

Cost Total Part 2-----\$2,645

Part 3 – Pollards or Class 2/Medium Prune

Pollards

- Burns Court: 804, 812, 820, 828, 836
- Arleen Way: 720, 727, 732, 735, 768, 776,
- Cindy Way: 704, 712, 736
- Cullen Drive 496
- Ridgeway Drive: 510, 520, 530, 550, 570, 590,
- Lundy Way: 703, 704, 711, 712, 719, 720,
727, 751

Total -----\$3,060

Class 2 / Medium Prune:

- Lundy Way: 728, 735, 752
- Burns Court: 803

Total -----\$1,215

Cost Total Part 3-----\$4,275

Part 4 – Miscellaneous Prune

- 132 Berendos (across from in creek area) – Remove large dead limb on western side of tree and all dead branches.
Cost (lump sum)-----\$1,075
- N. end of Naomi Prune Date Palm
Cost -----\$900
- 795 Reina Del Mar

Prune Bay Laurel, remove upright limb on house side.
Remove dead branches and cut back branch ends on house side.
Cost -----\$975

- Prune previously topped Eucalyptus in day care area, reduce height to lowest foliage (4-8 feet). Day care closed 6/14 to 6/22.
Cost -----\$1500

Total Cost Part 4-----\$4,450

Part 5 – Additional trees to be removed

- 853 Reina Del Mar (across from in creek area) - Pine # 645, Pine #649
Cost -----\$1,155

- 115 Amapola – Remove Pine
Cost -----\$3,300

- 1332 Livingston – Remove Pine tree to grade and remove all resulting wood and debris.
Cost -----\$675

- Fairway (West of Bradford)
Remove 2 dead Pines adjacent to golf course, cut to grade.
Cost -----\$660

- West of 123 Amapola
Remove Pine #747, cut to grade.
Cost -----\$2,310

- 460 Reina Del Mar @ Ramona
Remove Black Acacia, cut to grade.
Cost -----\$2,805

Cost Total Part 5-----\$10,905

Part 6 - Parks & Open Space Work

- 225 Winona Remove dying Pine upslope, cut to grade and remove all wood and debris.
Cost -----\$3,300
- Oddstad Park, Prune row of 6 Cypress, cut back branch ends, hedge street side.
Cost -----\$2,205
- Oddstad Park, Remove large Eucalyptus above slope, cut above grade and leave debris, leave logs secure above slope.
Cost -----\$4,755
- Minerva/ Oneonta corner, Remove Willow from creek.
Cost ----- \$300
- Rear of 29 Hamilton Ct., Remove 2 dead Monterey Pines below V ditch and 1 Monterey Pine above V ditch. Cut to grade, leave wood below or above V ditch, not on flat area.
Cost -----\$2,970

Total Cost Part 6-----\$13,530

Part 7 – Cypress Prune

- 1) 660 Reina Del Mar (on Minerva side)
Tree #225 Reduce branch end weights.
Cost -----\$1,980
- 2) 223 Minerva
Tree #227 Reduce branch end weights.
Cost -----\$2,145
- 3) 224 Minerva
Tree #'s 228, 229, 230 Reduce branch ends weights, remove trunk on N. side of tree #230.
Cost -----\$7,930
- 4) 220 Minerva
Tree #'s 231, 232 Reduce branch end weights.
Cost -----\$3,330
- 5) 212 Minerva

Tree #'s 233, 234 Reduce branch end weights, thin areas of dense foliage.
Cost -----\$2,885

6) 635 Oneata
Tree #180 Reduce branch end weights.
Cost -----\$2,060

7) 501 Oneata
Tree #187 ? Remove Ivy vines from tree.
Cost -----\$1,650

8) 241 Reichling
Remove lower Cypress limb over street (decayed).
Cost -----\$405

9) 360 Brighton
Prune 4 Cypress trees, reduce branch end weights, remove lowest branch over street.
Cost -----\$2,885

10) 425 Brighton
Prune Cypress, hedge house side, cut back branch ends on street side.
Cost -----\$1,400

11) 366 Loma Vista
Prune 2 Cypress, reduce branch end weights on house side.
Cost -----\$1,980

12) 301 Loma Vista
Prune Cypress, reduce branch end weights on house side.
Cost -----\$1,565

13) 366 Paloma
Prune Cypress, reduce branch end weights over 370 Paloma side.
Cost -----\$910

14) 410 Paloma
Prune Cypress, reduce branch end weights over house side.
Cost -----\$1,485

17) Paloma Ave. – 354, 190, 134&120 (2 trees),
403 Monterey Rd.,

Dondee Way, Southwest corner of public parking lot (2 trees)
Cost (lump sum)-----\$11,060

18) On median opposite 551- 552 Vista Mar
Prune 2 Cypress. Clear wires to homes. Cut back tops to interior lateral branches.
Cost -----\$1,570

19) On median opposite 608 Miller
Prune Cypress. Remove large limb over street on downslope side, cut back branch ends on downslope side, cut back tops.
Cost -----\$1,815

20) 560 Reina Del Mar @ corner of Verona
Prune Cypress, reduce branch ends over street, inspect for broken branches.
Cost -----\$1,070

21) 25 Shasta Lane
Prune Cypress, cut back and lighten branch end weights over street and driveway.
Cost -----\$1,320

22) 275 Carmel
Prune Cypress, reduce branch end weights on house side, remove limb which extends farthest over house.
Cost -----\$1,320

23) 899 Vallejo Terrace
Prune Cypress, reduce 2 large limbs, thin out branch ends on house side.
Cost -----\$1,320

Total Cost Part 7-----\$52,085

Total Contract Cost-----\$98,865

Attachment: Attachment 1 - Scheduled Tree Maintenance Task List/Scope of Work (Exhibit A) (1353 : Contract Renewal - Davey Tree)

THE DAVEY TREE EXPERT COMPANY

CORPORATE OFFICE, 1500 N. MANTUA ST., P.O. BOX 5193, KENT, OHIO 44240-5193
TEL. 330-673-9511



KARL J. WARNKE, CHAIRMAN, PRESIDENT & C.E.O.

District Office: 131 Industrial Way
Brisbane, CA 94005

Mr. Van Ocampo
Director of Public Works
City of Pacifica
170 Santa Maria Avenue
Pacifica CA 94044

Dear Mr. Ocampo,

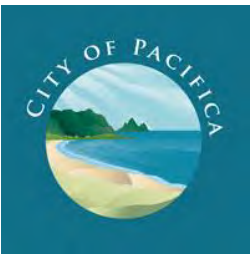
The Davey Tree Expert Company would like to extend the Tree Maintenance and Emergency Tree Maintenance Services contract for the 3rd year period July 1, 2013 through June 30, 2014. The cost of the scheduled maintenance during this period will be \$98,865. The cost for Emergency Tree Maintenance Services as well as all other terms and conditions during this period will remain the same.

We appreciate your business very much and hope to maintain our excellent working relationship for years to come.

Please feel free to give me a call if you have any questions or comments.

Sincerely,

Richard Hill
District Manager
Certified Arborist WC0398



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

11/12/2013

SUBJECT:

Award of Construction Contract to Vortex Marine Construction, Inc. for the Pacifica Fishing Pier Repair Project in the Amount of \$339,750.

ORIGINATED BY:

Public Works

STAFF CONTACT:

Lee Panza - Ext.3769

assocengineer@ci.pacifica.ca.us

BACKGROUND/DISCUSSION:

The Pacifica Municipal Pier, more formally known as The Reverend Herschell Harkins Memorial Pier, was constructed in 1973 to serve as a recreational fishing pier and sewer outfall. The pier is 19.5 feet wide and extends approximately 1140 feet into the Pacific Ocean.

For four decades, the municipal pier has weathered the harsh environment of the Pacific coast. It has survived a number of natural calamities including the Loma Prieta Earthquake of 1989 and El Nino Storms of 1982 and 1998. Due to its age and constant exposure to harsh elements, cracks and spalling concrete covers have been observed on various parts of the pier such as the piles, the soffit (the underside of the deck structure), the deck surface covers and the concrete railing. Repairs to the pier are needed as soon as possible in order to preserve it and prolong its useful life.

Preservation efforts for the pier have been continuous and staff has been relentless in seeking grant opportunities to fund repairs. The current Pacifica Fishing Pier Repair Project is being funded through two grants: the first grant comes from the State of California, Wildlife Conservation Board (WCB) in the amount of \$249,000. A portion of this grant was used to pay for the design costs of the project. The second grant comes from the National Fish and Wildlife Foundation (NFWF) in connection with the Cosco Busan Oil Spill Settlement - Recreational Use Grand Program. Staff was able to use the \$249,000 grant from WCB as a match to the NFWF grant to secure another \$250,000 for this project. The two grants combined equal a total of \$499,000 awarded to the City for this project.

For repair projects, it is often difficult to estimate the project cost due to the uncertainty of the extent of damage, which only becomes apparent at the commencement of construction. For this reason and because of limited funding, staff placed priority on the repair of the pier piles and the soffit (the underside of the deck structure), for these are the main structures of the pier and where the repair is done directly above the ocean utilizing scaffolding. Staff identified these two items, plus mobilization cost, as Base Bid Items or the basis by which the apparent low bid is identified.

Other work, such as the repair of the deck panel covers and concrete railing repairs, were identified as Additive Bid items and the contractor was asked to price them separately as extra projects in a menu fashion. The inclusion of these items to the construction contract is based on the availability of remaining funds after the cost of the base bid has been considered.

Staff worked with Biggs-Cardosa Associates Structural Engineers to prepare the project plans and specifications, manage the bid solicitation process. On September 11, 2013, the project was advertised for bid using the formal bid process. The Notice to Bidders clearly stated the Base Bid would be the basis of determining the low bid.

On September 29, 2013 the bid opening was held at the Office of the City Clerk and there were eight companies that submitted bids. The bid opening result is as follows:

Vortex Marine Construction, Inc.	\$193,600
Bugler Construction	\$194,000
F.D. Thomas, Inc.	\$210,598
Salt River Construction Corp.	\$221,840
Dutra Construction Co., Inc.	\$293,000
Power Engineering Construction Co.	\$315,320
ABSL Construction	\$382,000
Southwest Construction & Property Management	\$350,000

The apparent low bidder was Vortex Marine Construction, Inc., with a base bid amount of \$193,600. Since there is enough money remaining in the grants to include the repair of the deck panel covers and concrete railing, staff recommends the inclusion of these items and doing so will bring the total contract price to \$339,750.

This will be the first time that Vortex Marine Construction, Inc. is engaged on a City of Pacifica public works project, so staff immediately reviewed their qualifications, checked references and consulted with legal staff to determine if Vortex Marine Construction, Inc. is a responsible firm and capable of doing the work, and if there is any legal impediment to awarding the bid to them. Based on this research, staff found no reason to reject their bid.

A copy of the project plans and specifications is available at the office of the Director of Public Works and will be available at the Council meeting.

FISCAL IMPACT:

Funding for this project is being provided by grants from the State of California, Wildlife Conservation Board (WCB) in the amount of \$249,000 and the National Fish and Wildlife Foundation (NFWF) in connection with the Cosco Busan Oil Spill Settlement - Recreational Use Grand Program in the amount of \$250,000.

The project budget is as follows:

Project Costs

Design: Biggs-Cardosa Associates	\$ 43,000
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Construction: Vortex Marine Construction	\$339,750
Contingency 16%	\$ 54,250
Construction Support: Biggs-Cardosa	\$ 26,000
Inspection Services	<u>\$ 36,000</u>
TOTAL ESTIMATED PROJECT COSTS:	\$499,000

Project Funding Budgeted in FY13-14

National Fish and Wildlife Foundation	\$250,000
Wildlife Conservation Board	\$249,000
TOTAL PROJECT FUNDING AVAILABLE:	\$499,000

Funds for this project were budgeted in the Pier Rehabilitation Fund 22, Account No. 22.900000.52800.0055.000 during the adoption of the 2013-14 Budget.

COUNCIL ACTION REQUESTED:

Authorize the award of contract to Vortex Marine Construction, Inc. in the amount \$339,750 (for the Base Bid and Additive Bid Items) for the Pacifica Fishing Pier Repair Project (See Attachment 1); should that contractor not complete the contract award requirements, authorize award to the next lowest qualified bidder; and authorize the City Manager to execute all necessary documents associated with the award of contract and construction of the project.

ATTACHMENT LIST:

Attachment 1 - Contract with Vortex Marine Construction, Inc. (PDF)

AGREEMENT

PACIFICA, CALIFORNIA

THIS AGREEMENT, made and entered into this _____, by and between **CITY OF PACIFICA**, a municipal corporation hereinafter referred to as the Owner, and _____, hereinafter referred to as the Contractor;

WITNESSETH:

WHEREAS, the City Council of said City has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The complete contract consists of the following documents: this Agreement, Notice to Bidders, Instructions to Bidders, the accepted bid, Proposal, the General Conditions, the Special Provisions, the complete plans and specifications, Performance Bond, Labor and Material Payment Bond and all modifications thereof, incorporated in the documents before their execution and the Resolution of Intention and related proceeding. Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes referred to as the Contract Documents.

2. The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good and workmanlike manner as required in strict conformity with specifications entitled: **Pacifica Fishing Pier Repair Project**. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed under the direction and supervision and subject to the approval of the Engineer.

3. The Owner promises and agrees that upon the performance and fulfillment of the covenants aforesaid, to pay the Contractor for said work in the manner provided by law and in the specifications, at the unit prices set forth in the Contractor's proposal.

4. Should any dispute arise respecting the true value of any work done, of any work omitted or any extra work which may be required, or respecting the amount of any payment to the Contractor during the performance of this contract, such dispute shall be decided by the City, and the decision of the latter shall be final and conclusive.

5. The Contractor shall, at his expense, obtain all necessary permits and licenses, etc. for the construction of the project, give all necessary notices, pay all fees required by law, comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

6. Time is the essence of this contract and Contractor agrees that all work shall be completed within the number of working days as stated in the specifications from and after receiving notice that the contract has been approved and after receiving Notice to Proceed. If said contract shall be delayed to such work by the act or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, then extension of the time of completion shall be requested in writing by the Contractor within ten days of the time any delay occurs in order to receive consideration.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

Agreement
Pacifica Fishing Pier Repair Project

7. The Contractor also agrees that he shall provide, at the time of the execution of the Agreement or contract for the work, and at his own expense, a surety bond in an amount equal to at least one hundred percent of the contract price as surety for the faithful performance of said Agreement. Contractor shall also provide, at the time of the execution of the Agreement or contract for the work, and at his own expense, a separate surety bond in an amount equal to at least fifty percent of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said Agreement. Sureties on each of said bonds shall be satisfactory to the City Engineer.

8. Contractor hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, consultants, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or subcontractor's, agent's, or employee's operations under this Agreement, whether such operations by Contractor, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Contractor or any subcontractors. Contractor agrees to, and shall defend City and its elective and appointive boards, commissions, officers, consultants, agents and employees from any suits or actions at law or in equity of damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(a) That City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the City, or the deposit with City by Contractor, of any of the insurance policies described herein.

(b) That the aforesaid hold harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City or its agents has prepared, supplied or approved of, plans and/or specifications for the work, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor shall not commence work under any contract until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by Owner as to form, amount and carrier; nor shall contract allow any subcontractor to commence work on his contract until all similar insurance required of the subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

(a) Contractor shall take out and maintain during the life of this contract, workers' compensation insurance for all Contractor's employees employed at the site of improvement, and in case any work is sublet, Contractor shall require any subcontractor similarly to provide workers' compensation insurance for all subcontractor employees, unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor hereby indemnifies City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

(b) Contractor shall take out and maintain during the life of his contract, such public liability and property damage insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Contractor and any subcontractor performing work covered by the contract from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any subcontractor's operations under this contract, whether such operations be by the Contractor or

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Pacifica Fishing Pier Repair Project

any subcontractor, or by anyone directly or indirectly employed by either Contractor or any subcontractor, and the amounts of such insurance shall be as follows:

(1) In an amount not less than \$1,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.

(2) In an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

10. All insurance policies shall be issued by an insurance carrier satisfactory to the City and shall be delivered to the City at the time of the delivery of such contract. In lieu of actual delivery of such policies, a certificate issued by the insurance carrier showing such policies to be in force for the period covered by the contract will be accepted. Such policies or certificates shall be in a form approved by the City Attorney. Should any such policy be canceled before final completion of the work herein contemplated and the Contractor should fail to immediately procure other insurance, as herein required, then the City may procure such insurance and deduct the cost thereof from the amount due the Contractor.

11. Guarantee — Contractor to provide guarantee in the form provided in these specifications.

12. Liquidated damages — In the event Contractor, for any reason, shall have failed to perform the work herein specified, within the time herein required and to the satisfaction of the City Engineer, City may, in lieu of any other of its rights and authorized under this contract, deduct from payments or credits due Contractor after such breach, liquidated damages for each calendar day beyond the date herein provided for the completion of such work in the amount specified in the specification.

13. City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

IN WITNESS THEREOF, three identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been fully executed by the parties hereinabove named, on the day and year first hereinabove written.

CITY OF PACIFICA,
A Municipal Corporation:

CONTRACTOR,

City Manager

NAME OF FIRM

Attest by:

City Clerk

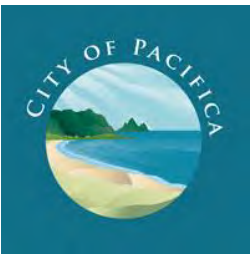
By: _____
Signature

Title

Approved as to form:

City Attorney

Attachment: Attachment 1 - Contract with Vortex Marine Construction, Inc. (1357 : Award of Contract to Vortex Construction for Pier Repair



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

11/12/2013

SUBJECT:

Appointment of Citizens to Serve on the Economic Development Committee

ORIGINATED BY:

City Clerk

Staff Contact:

Kathy O'Connell, City Clerk

o'connellk@ci.pacifica.ca.us

BACKGROUND/DISCUSSION:

The City Council established the Economic Development Committee (EDC) in 2009 to support the development of current local businesses and their interface with the City of Pacifica, improve aging business districts, and bring new businesses to Pacifica. In 2011, the Council revised the membership of EDC to be as follows:

- the City Manager or designee as an ex-officio (non-voting) member;
- at least one (1) City Council member;
- eight (8) community members appointed by the Council; and
- one (1) representative appointed by the Chamber of Commerce.

The City has recently completed a review of all commissions and committees. As part of that process, the City is re-establishing the EDC and has advertised in the Pacifica Tribune the opportunity for citizens to serve as members. The notice was run in the Tribune for three weeks consecutively and the City Clerk received twelve applications. All twelve applicants were interviewed by Council on October 23, 2013.

Tonight, the Council is asked to consider appointing eight of the twelve applicants to serve on the EDC. With Council direction, staff will contact the Chamber of Commerce regarding their representative and convene the newly constituted Economic Development Committee.

FISCAL IMPACT:

None.

COUNCIL ACTION REQUESTED:

Move to appoint eight (8) citizens from the applicant pool to serve as members of the Economic Development Committee.

ATTACHMENT LIST:

Attachment 1 - List of Applicants Interviewed (PDF)

CITY OF PACIFICA

ECONOMIC DEVELOPMENT COMMITTEE LIST OF APPLICANTS

INTERVIEWED ON 10/23/13

Mary Brown

Javier Chavarria

Thomas Clifford

Courtney Conlon

Therese Dyer

Christine Engstrom

Linda Fahey

Michelle O'Conner

Jim Heldberg

Peter Menard

Brent Shed

Michael Varney